

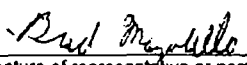
Form NLRB - 501 (2-08)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

INSTRUCTIONS:

DO NOT WRITE IN THIS SPACE	
Case	Date Filed
15-CA-073053	January 24, 2012

File an original of this charge with NLRB Regional Director in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT		
a. Name of Employer THYSSENKRUPP STAINLESS USA, LLC	b. Tel. No. (251)829-3636	c. Cell No.
d. Address (street, city, state ZIP code) PO BOX 13000, CALVERT, AL 36513-1300	e. Employer Representative DAVID SCHEID	f. Fax No. (251)829-5982
		g. e-Mail
		h. Dispute Location (City and State) Calvert, AL
i. Type of Establishment (factory, nursing home, hotel) Factory	j. Principal Product or Service Steel	k. Number of workers at dispute location 350
<p>1. The above-named employer has engaged in and is engaging unfair labor practices within the meaning of section 8(a), subsections (1) and of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.</p> <p>2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)</p> <p>1. On September 10, 2011, the Employer, by and through Ruben Rangle, promulgated, in writing, an overly broad no-discussion during working hours policy.</p> <p>2. On September 10, 2011, the Employer disciplined employees John Dees and Mac Royster for violating an overly broad no-discussion during working hours policy.</p>		
3. Full name of party filing charge (if labor organization, give full name, including local name and number) UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION, AFL-CIO, CLC		
4a. Address (street and number, city, state, and ZIP code) 5 PARKWAY CTR, RM 913, PITTSBURGH, PA 15220-3608	4b. Tel. No. (412)562-2529	4c. Cell No.
	4d. Fax No. (412)562-2555	4e. e-Mail
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization) UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION, AFL-CIO, CLC		
6. DECLARATION I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.		Tel. No. (412)562-2529
By: 	BRAD MANZOLILLO/COUNSEL	Office, if any, Cell No.
(signature of representative or person making charge)	Print Name and Title	Fax No. (412)562-2555
Address: 5 PARKWAY CTR, RM 913, PITTSBURGH, PA 15220-3608	Date: 1-24-12	e-Mail

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)
PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 *et seq.* The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary, however, failure to supply the information will cause the NLRB to decline to invoke its processes.



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
REGION 15
600 S MAESTRI PL
FL 7
NEW ORLEANS, LA 70130-3414

Agency Website: www.nlrb.gov
Telephone: (504)589-6361
Fax: (504)589-4069

December 7, 2011

BRAD MANZOLILLO, ORGANIZING COUNSEL
UNITED STEEL, PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL
AND SERVICE WORKERS INTERNATIONAL UNION,
AFL-CIO, CLC
5 PARKWAY CTR
RM 913
PITTSBURGH, PA 15220-3608

Re: ThyssenKrupp Stainless USA, LLC
Case 15-CA-070319

Dear Mr. MANZOLILLO:

The charge that you filed in this case on December 7, 2011 has been docketed as case number 15-CA-070319. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

Investigator: This charge will be investigated by Field Attorney ZACHARY E. HERLANDS whose telephone number is (504) 589-6354. If the Board agent is not available, you may contact Deputy Regional Attorney ANDREA J. WILKES whose telephone number is (504)589-3157.

Right to Representation: You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing *Form NLRB-4701, Notice of Appearance*. This form is available on our website, www.nlrb.gov, or at the Regional office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

December 7, 2011

Presentation of Your Evidence: As the party who filed the charge in this case, it is your responsibility to meet with the Board agent to provide a sworn affidavit, or provide other witnesses to provide sworn affidavits, and to provide relevant documents within your possession. Because we seek to resolve labor disputes promptly, you should be ready to promptly present your affidavit(s) and other evidence. If you have not yet scheduled a date and time for the Board agent to take your affidavit, please contact the Board agent to schedule the affidavit(s). If you fail to cooperate in promptly presenting your evidence, your charge may be dismissed without investigation.

Procedures: We strongly urge everyone to submit all documents and other materials (except unfair labor practice charges and representation petitions) by E-Filing (not e-mailing) through our website www.nlrb.gov. However, the Agency will continue to accept timely filed paper documents. Please include the case name and number indicated above on all your correspondence regarding the charge.

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website www.nlrb.gov or from the Regional Office upon your request. *NLRB Form 4541, Investigative Procedures* offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

A handwritten signature in black ink that reads "M. Kathleen McKinney". The signature is written in a cursive style with a small star-like mark above the "n" in McKinney.

M. KATHLEEN MCKINNEY
Regional Director

MKM/par

Enclosure: Copy of Charge

cc: RICHARD P. ROUCO, ESQ.
WHATLEY DRAKE & KALLAS
P.O. BOX 10647
BIRMINGHAM, AL 35202-0647



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
REGION 15
600 S MAESTRI PL
FL 7
NEW ORLEANS, LA 70130-3414

Agency Website: www.nlrb.gov
Telephone: (504)589-6361
Fax: (504)589-4069

March 27, 2012

BRAD MANZOLILLO, ORGANIZING COUNSEL
UNITED STEEL, PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL
AND SERVICE WORKERS INTERNATIONAL UNION
AFL-CIO, CLC
5 PARKWAY CTR, RM 913
PITTSBURGH, PA 15220-3608

Re: ThyssenKrupp Stainless USA, LLC
Case 15-CA-070319

Dear Mr. MANZOLILLO:

We have docketed the first amended charge that you filed in this case.

Investigator: This charge is being investigated by Field Attorney ZACHARY E. HERLANDS whose telephone number is (504) 589-6354. If the agent is not available, you may contact Deputy Regional Attorney ANDREA J. WILKES whose telephone number is (504)589-3157.

Presentation of Your Evidence: As the party who filed the charge in this case, it is your responsibility to meet with the Board agent to provide a sworn affidavit, or provide other witnesses to provide sworn affidavits, and to provide relevant documents within your possession. If you have additional evidence regarding the allegations in the first amended charge and you have not yet scheduled a date and time for the Board agent to obtain that evidence, please contact the Board agent to arrange to present that evidence. If you fail to cooperate in promptly presenting your evidence, your charge may be dismissed.

Procedures: Your right to representation, the means of presenting evidence, and a description of our procedures, including how to submit documents, was described in the letter sent to you with the original charge in this matter. If you have any questions, please contact the Board agent.

Very truly yours,

M. KATHLEEN MCKINNEY
Regional Director

MKM/kll

Enclosures

cc: RICHARD P. ROUCO, ESQ.
WHATLEY DRAKE & KALLAS
2700 HIGHWAY 280, SUITE 380
BIRMINGHAM, AL 35223



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 15
600 S MAESTRI PL
FL 7
NEW ORLEANS, LA 70130-3414

Agency Website: www.nlrb.gov
Telephone: (504)589-6361
Fax: (504)589-4069

March 27, 2012

JACK LAMBREMONT, ATTORNEY
THYSSENKRUPP STAINLESS USA, LLC
PO BOX 13000
CALVERT, AL 36513-1300

Re: ThyssenKrupp Stainless USA, LLC
Case 15-CA-070319

Dear Mr. LAMBREMONT:

Enclosed is a copy of the first amended charge that has been filed in this case.

Investigator: This charge is being investigated by Field Attorney ZACHARY E. HERLANDS whose telephone number is (504) 589-6354. If the agent is not available, you may contact Deputy Regional Attorney ANDREA J. WILKES whose telephone number is (504) 589-3157.

Presentation of Your Evidence: As you know, we seek prompt resolutions of labor disputes. Therefore, I urge you or your representative to submit a complete written account of the facts and a statement of your position with respect to the allegations in the first amended charge as soon as possible. If the Board agent later asks for more evidence, I strongly urge you or your representative to cooperate fully by promptly presenting all evidence relevant to the investigation. In this way, the case can be fully investigated more quickly.

Procedures: Your right to representation, the means of presenting evidence, and a description of our procedures, including how to submit documents, was described in the letter sent to you with the original charge in this matter. If you have any questions, please contact the Board agent.

Very truly yours,

M. KATHLEEN MCKINNEY
Regional Director

MKM/kll

Enclosure: Copy of first amended charge

cc: See Page 2 of 2

cc: JOHN LAMBREMONT, ESQ.
LITTLER MENDELSON, P.C.
3344 PEACHTREE RD NE
STE 1500
ATLANTA, GA 30326-4803

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF

ThyssenKrupp Stainless USA, LLC

**Case Nos: 15-CA-070319
15-CA-073053**

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

POSTING OF NOTICES — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notices to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them in prominent places around its facility, including all places where the Charged Party normally posts notices to employees. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

INTRANET POSTING - The Charged Party will also post a copy of the Notice on its intranet and keep it continuously posted there for 60 consecutive days from the date it was originally posted. The Charged Party will send an e-mail to the Region's Compliance Officer at Debra.Wamer@nrlrb.gov with a link to the electronic posting location on the same day as the posting. If passwords or other log-on information is required to access the electronic posting, the Charged Party agrees to provide such access information to the Region's Compliance Officer.

COMPLIANCE WITH NOTICE — The Charged Party will comply with all the terms and provisions of said Notice.

SCOPE OF THE AGREEMENT — This Agreement settles only the following allegations in the above-captioned cases, and does not settle any other cases or matters:

1. Since on or about July 2011, and at all times thereafter, the Employer, through Manager Tom Brennan, unlawfully changed its workplace discussion policy and enforced it disparately.
2. In or about August and September 2011, and at times thereafter, the Employer, through its officers, agents, and representatives, unlawfully engaged in surveillance and creating the impression of surveillance.
3. On September 10, 2011, the Employer, by and through Ruben Rangle, promulgated, in writing, an overly broad no-discussion during working hours policy.
4. On September 10, 2011, the Employer disciplined employees John Dees and Mac Royster for violating an overly broad no-discussion during working hours policy.
5. On or about December 6, 2011, the Employer, through Manager Tom Brennan, unlawfully threatened that employees would lose everything, and that collective bargaining would start from zero if the Union was voted in.

It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned cases for any relevant purpose in the litigation of this or any other cases, and a judge, the Board and the courts

may make findings of fact and/or conclusions of law with respect to said evidence. By approving this Agreement, the Regional Director withdraws any Complaints and Notices of Hearing previously issued in the above cases, and the Charged Party withdraws any answers filed in response.

PARTIES TO THE AGREEMENT — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes _____ No _____
 Initials Initials

PERFORMANCE — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days' notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will issue a complaint that will include the allegations spelled out above in the Scope of Agreement section. Thereafter, the General Counsel may file a motion for default judgment with the Board on the allegations of the complaint. The Charged Party understands and agrees that all of the allegations of the complaint will be deemed admitted and it will have waived its right to file an Answer to such complaint. The only issue that may be raised before the Board is whether the Charged Party defaulted on the terms of this Settlement Agreement. The Board may then, without necessity of trial or any other proceeding, find all allegations of the complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board order ex parte, after service or attempted service upon Charged Party/Respondent at the last address provided to the General Counsel.

NOTIFICATION OF COMPLIANCE — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

Charged Party THYSSENKRUPP STAINLESS USA, LLC		Charging Party UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION, AFL-CIO, CLC	
By: Name and Title	Date	By: Name and Title	Date
<i>/s/ John Lambremont</i> Attorney	04/30/2012	<i>/s/ Brad Manzollilo</i> Organizing Counsel	04/27/2012
Recommended By:	Date	Approved By:	Date
<i>/s/ Zachary E. Herlands</i> Field Attorney	04/30/2012	<i>/s/ M. Kathleen McKinney</i> Regional Director, Region 15	04/30/2012

(To be printed and posted on official Board notice form)

FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

WE WILL NOT threaten you with loss of benefits or tell you that you will lose everything and start from zero if you choose to be represented by or support a Union.

WE WILL NOT make it appear to you that we are watching out for your Union activities.

WE WILL NOT watch you in order to find about your Union activities.

WE WILL NOT tell you that you cannot talk about or discuss the Union while on working time while we allow you to talk about or discuss other subjects while on working time and **WE WILL** repeal the rule promulgated in a written discipline on that subject.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act.

WE WILL rescind in writing any and all discipline employees received, including that given to employees Mack Royster and John Dees, as a result of a rule prohibiting discussion or talk about the Union during working hours, and **WE WILL** notify all affected employees that their discipline was removed from our files and that it will not affect them in any way in the future.

WE WILL allow you to discuss or talk about the Union during working hours while we allow you to talk about or discuss other subjects while on working time.

THYSSENKRUPP STAINLESS USA, LLC

(Employer)

Dated: _____ **By:** _____
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-866-667-NLRB (1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: www.nlr.gov.

600 S MAESTRI PL, FL 7
NEW ORLEANS, LA 70130-3414

Telephone: (504) 589-6361
Hours of Operation: 8 a.m. to 4:30 p.m.

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 15**

* * * * *	* * * * *
THYSSENKRUPP STAINLESS USA, LLC, a	*
wholly owned subsidiary of OUTOKUMPU	*
STAINLESS USA, LLC	*
	*
and	* Cases 15-CA-070319
	* 15-CA-073053
UNITED STEEL, PAPER AND FORESTRY	*
RUBBER, MANUFACTURING, ENERGY,	*
ALLIED INDUSTRIAL AND SERVICE	*
WORKERS INTERNATIONAL UNION,	*
AFL-CIO, CLC	*
* * * * *	* * * * *

**ORDER CONSOLIDATING CASES, CONSOLIDATED
COMPLAINT AND NOTICE OF HEARING**

Pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board, and to avoid unnecessary costs or delay, IT IS ORDERED THAT the charges in Cases 15-CA-070319 and 15-CA-073053, filed by United Steel, Paper And Forestry Rubber, Manufacturing, Energy, Allied Industrial And Service Workers International Union, AFL-CIO, CLC (Union), against ThyssenKrupp Stainless USA, LLC (ThyssenKrupp) are consolidated.

This Order Consolidating Cases, Consolidated Complaint and Notice of Hearing, which is based on these charges, is issued pursuant to Section 10(b) of the National Labor Relations Act, 29 U.S.C. § 151 et seq. (the Act) and Section 102.15 of the Board’s Rules and Regulations, and alleges ThyssenKrupp has violated the Act by engaging in the following unfair labor practices:

1. The charges in the above cases were filed by the Charging Party, as set forth in the following table, upon ThyssenKrupp on the dates indicated:

<i>Case No.</i>	<i>Amendment</i>	<i>Date Filed</i>	<i>Date Served</i>
15-CA-070319		December 7, 2011	December 7, 2011
15-CA-073053		January 24, 2012	January 25, 2012
15-CA-070319	March 27, 2012	March 27, 2012	March 27, 2012

2(a) At all material times, ThyssenKrupp has been a limited liability company with an office and place of business in Calvert, Alabama, and has been engaged in the production and the nonretail sale of stainless steel.

(b) About December 2012, a more exact date currently unknown to Counsel for the General Counsel, Outokumpu Stainless USA, LLC (Outokumpu) purchased and merged with the business of ThyssenKrupp and since then has continued to operate the business of ThyssenKrupp in basically unchanged form.

(c) Based on its operations described above in paragraphs 2(a) and 2(b) Outokumpu and ThyssenKrupp (collectively Respondent) have continued the employing entity and are collectively a successor to ThyssenKrupp.

3(a) Annually, ThyssenKrupp in conducting its operations described above in paragraph 2(a), purchased and received at its Calvert, Alabama facility goods valued in excess of \$50,000 directly from points outside the State of Alabama.

(b) Based on projection of its operations since about December 2012, a more precise date currently unknown to Counsel for the General Counsel, at which time Respondent

commenced its operations, Respondent will annually sell and ship from its Calvert, Alabama facility goods valued in excess of \$50,000 directly to points outside the State of Alabama.

4. At all material times Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

5. At all material times the Union has been a labor organization within the meaning of Section 2(5) of the Act.

6. At all material times the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent within the meaning of Section 2(11) of the Act and agents of Respondent within the meaning of Section 2(13) of the Act:

Thomas Brennan	-	Manager, Cold Rolling Department
Ruban Rangle	-	Lead Manager, Finishing Department
David Scheid	-	Vice-President, Human Resources

7. At all material times the following individuals held the positions set forth opposite their respective names and have been agents of Respondent within the meaning of Section 2(13) of the Act:

Donald Aucoin	-	Security Guard
Timothy Shaner	-	Security Specialist

8(a) Since about July 2011, a more precise date currently unknown to Counsel for the General Counsel, Respondent, by Thomas Brennan, at Respondent's facility, prohibited employees from talking about the Union during working time while permitting employees to talk about other non-work subjects.

9. About July 2011, a more precise date currently unknown to Counsel for the General Counsel, Respondent, by Donald Aucoin, at Respondent's facility, by taking pictures of

the distribution of Union leaflets to employees at the entrance and exit gate engaged in surveillance of employees engaged in union activities.

10(a) About September 10, 2011, Respondent orally promulgated and since then has maintained a rule prohibiting employees from discussing the Union during working hours.

(b) About September 10, 2011, Respondent disciplined its employee John Dees.

(c) About September 10, 2011, Respondent disciplined its employee Mack Royster.

(d) Respondent engaged in the conduct described above in paragraph 10(b) and 10(c) because Mack Royster and John Dees violated the rule described above in paragraph 10(a) and to discourage employees from engaging in these or other concerted activities.

12. About December 6, 2011, Respondent, by Thomas Brennan, at Respondent's facility:

(a) threatened employees by telling them they would lose everything if they selected the Union as their bargaining representative.

(b) threatened employees by telling them that collective bargaining would start from zero if they selected the Union as their bargaining representative.

13. By the conduct described above in paragraphs 8 through 12, Respondent has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

14. The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

ANSWER REQUIREMENT

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the consolidated complaint. The answer must be **received by this office on or before July 12, 2013, or postmarked on or before July 11, 2013.** Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

An answer may also be filed electronically through the Agency's website. To file electronically, go to www.nlr.gov, click on **File Case Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no

answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the consolidated complaint are true.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on **September 12, 2013, at 10:00 a.m. (CDT), Courtroom 4500, Mobile Government Plaza, 205 Government St., Mobile, Alabama, Louisiana**, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this consolidated complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated: June 28, 2013

_____/s/_____
**M. KATHLEEN MCKINNEY
REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS BOARD
REGION 15
600 S. MAESTRI PLACE, 7TH FLOOR
NEW ORLEANS, LOUISIANA 70130-3408**

Attachments

RICHARD P. ROUCO, ESQ.
WHATLEY DRAKE & KALLAS
2700 HIGHWAY 280, SUITE 380
BIRMINGHAM, AL 35223
Phone: 205.328.9576
Fax: 205.328.9669
Email: rrouco@wdklaw.com

REGULAR MAIL

HON. WILLIAM N. CATES
ASSOCIATE CHIEF JUDGE
NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES
401 WEST PEACHTREE ST., NW., SUITE 1708
ATLANTA, GA 30308
Phone: 404.331. 6652
Fax: 404.331.2061

NXGEN

ON-THE-RECORD REPORTING, INC.
ATTN: MS. ELIZABETH STODDARD
TEXAS HUB VENDOR 40857
3636 EXECUTIVE CENTER DR., STE G-22
AUSTIN, TX 78731
512.450.0342
515.467.6073 fax

EMAIL

June 28, 2013

Date

Donna Simmons Designated Agent of NLRB

Name

/s/

Signature

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
NOTICE

Case 15-CA-070319
15-CA-073053

The issuance of the notice of formal hearing in this case does not mean that the matter cannot be disposed of by agreement of the parties. On the contrary, it is the policy of this office to encourage voluntary adjustments. The examiner or attorney assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end.

An agreement between the parties, approved by the Regional Director, would serve to cancel the hearing. However, unless otherwise specifically ordered, the hearing will be held at the date, hour, and place indicated. Postponements ***will not be granted*** unless good and sufficient grounds are shown ***and*** the following requirements are met:

- (1) The request must be in writing. An original and two copies must be filed with the Regional Director when appropriate under 29 CFR 102.16(a) or with the Division of Judges when appropriate under 29 CFR 102.16(b).
- (2) Grounds must be set forth in ***detail***;
- (3) Alternative dates for any rescheduled hearing must be given;
- (4) The positions of all other parties must be ascertained in advance by the requesting party and set forth in the request; and
- (5) Copies must be simultaneously served on all other parties (listed below), and that fact must be noted on the request.

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of hearing.

DAVID SCHEID, V.P. HUMAN RESOURCES
THYSSENKRUPP STAINLESS USA, LLC
PO BOX 13000
CALVERT, AL 36513-1300

JACK LAMBREMONT, ESQ.
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BRAD MANZOLILLO, ORGANIZING COUNSEL
UNITED STEEL, PAPER AND FORESTRY, RUBBER,
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AND SERVICE WORKERS INTERNATIONAL UNION,
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PITTSBURGH, PA 15222

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2700 HIGHWAY 280, SUITE 380
BIRMINGHAM, AL 35223

**SUMMARY OF STANDARD PROCEDURES IN FORMAL HEARINGS HELD
BEFORE THE NATIONAL LABOR RELATIONS BOARD
IN UNFAIR LABOR PRACTICE PROCEEDINGS PURSUANT TO
SECTION 10 OF THE NATIONAL LABOR RELATIONS ACT**

The hearing will be conducted by an administrative law judge of the National Labor Relations Board who will preside at the hearing as an independent, impartial finder of the facts and applicable law whose decision in due time will be served on the parties. The offices of the administrative law judges are located in Washington, DC; San Francisco, California; New York, N.Y.; and Atlanta, Georgia.

At the date, hour, and place for which the hearing is set, the administrative law judge, upon the joint request of the parties, will conduct a "prehearing" conference, prior to or shortly after the opening of the hearing, to ensure that the issues are sharp and clearcut; or the administrative law judge may independently conduct such a conference. The administrative law judge will preside at such conference, but may, if the occasion arises, permit the parties to engage in private discussions. The conference will not necessarily be recorded, but it may well be that the labors of the conference will be evinced in the ultimate record, for example, in the form of statements of position, stipulations, and concessions. Except under unusual circumstances, the administrative law judge conducting the prehearing conference will be the one who will conduct the hearing; and it is expected that the formal hearing will commence or be resumed immediately upon completion of the prehearing conference. No prejudice will result to any party unwilling to participate in or make stipulations or concessions during any prehearing conference.

(This is not to be construed as preventing the parties from meeting earlier for similar purposes. To the contrary, the parties are encouraged to meet prior to the time set for hearing in an effort to narrow the issues.)

Parties may be represented by an attorney or other representative and present evidence relevant to the issues. All parties appearing before this hearing who have or whose witnesses have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.603, and who in order to participate in this hearing need appropriate auxiliary aids, as defined in 29 C.F.R. 100.603, should notify the Regional Director as soon as possible and request the necessary assistance.

An official reporter will make the only official transcript of the proceedings, and all citations in briefs and arguments must refer to the official record. The Board will not certify any transcript other than the official transcript for use in any court litigation. Proposed corrections of the transcript should be submitted, either by way of stipulation or motion, to the administrative law judge for approval.

All matter that is spoken in the hearing room while the hearing is in session will be recorded by the official reporter unless the administrative law judge specifically directs off-the-record discussion. In the event that any party wishes to make off-the-record statements, a request to go off the record should be directed to the administrative law judge and not to the official reporter.

Statements of reasons in support of motions and objections should be specific and concise. The administrative law judge will allow an automatic exception to all adverse rulings and, upon appropriate order, an objection and exception will be permitted to stand to an entire line of questioning.

All exhibits offered in evidence shall be in duplicate. Copies of exhibits should be supplied to the administrative law judge and other parties at the time the exhibits are offered in evidence. If a copy of any exhibit is not available at the time the original is received, it will be the responsibility of the party offering such exhibit to submit the copy to the administrative law judge before the close of hearing. In the event such copy is not submitted, and the filing has not been waived by the administrative law judge, any ruling receiving the exhibit may be rescinded and the exhibit rejected.

Any party shall be entitled, on request, to a reasonable period of time at the close of the hearing for oral argument, which shall be included in the transcript of the hearing. In the absence of a request, the administrative law judge may ask for oral argument if, at the close of the hearing, it is believed that such argument would be beneficial to the understanding of the contentions of the parties and the factual issues involved.

Form NLRB-4668
(4-05) Continued

In the discretion of the administrative law judge, any party may, on request made before the close of the hearing, file a brief or proposed findings and conclusions, or both, with the administrative law judge who will fix the time for such filing. Any such filing submitted shall be double-spaced on 8 1/2 by 11 inch paper.

Attention of the parties is called to the following requirements laid down in Section 102.42 of the Board's Rules and Regulations, with respect to the procedure to be followed before the proceeding is transferred to the Board: No request for an extension of time within which to submit briefs or proposed findings to the administrative law judge will be considered unless received by the Chief Administrative Law Judge in Washington, DC (or, in cases under the branch offices in San Francisco, California; New York, New York; and Atlanta, Georgia, the Associate Chief Administrative Law Judge) at least 3 days prior to the expiration of time fixed for the submission of such documents. Notice of request for such extension of time must be served simultaneously on all other parties, and proof of such service furnished to the Chief Administrative Law Judge or the Associate Chief Administrative Law Judge, as the case may be. A quicker response is assured if the moving party secures the positions of the other parties and includes such in the request. All briefs or proposed findings filed with the administrative law judge must be submitted in triplicate, and may be printed or otherwise legibly duplicated with service on the other parties.

In due course the administrative law judge will prepare and file with the Board a decision in this proceeding, and will cause a copy thereof to be served on each of the parties. Upon filing of this decision, the Board will enter an order transferring this case to itself, and will serve copies of that order, setting forth the date of such transfer, on all parties. At that point, the administrative law judge's official connection with the case will cease.

The procedure to be followed before the Board from that point forward, with respect to the filing of exceptions to the administrative law judge's decision, the submission of supporting briefs, requests for oral argument before the Board, and related matters, is set forth in the Board's Rules and Regulations, particularly in Section 102.46 and following sections. A summary of the more pertinent of these provisions will be served on the parties together with the order transferring the case to the Board.

Adjustments or settlements consistent with the policies of the National Labor Relations Act reduce government expenditures and promote amity in labor relations. If adjustment appears possible, the administrative law judge may suggest discussions between the parties or, on request, will afford reasonable opportunity during the hearing for such discussions.

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 15**

**THYSSENKRUPP STAINLESS USA, LLC,
a wholly owned subsidiary of OUTOKUMPU
STAINLESS USA, LLC,**

Respondent

and

**UNITED STEEL, PAPER AND FORESTRY,
RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION, AFL-
CIO, CLC**

Union

**Cases Nos. 15-CA-070319
15-CA-073053**

RESPONDENT'S ANSWER TO COMPLAINT

In Answer to the Order Consolidating Cases, Consolidated Complaint and Notice of Hearing ("Complaint") served upon it in this case, Respondent Outokumpu Stainless USA, LLC ("Respondent" or "Outokumpu")¹ by and through its undersigned counsel, and pursuant to §102.20 and §102.21 of the National Labor Relations Board's Rules and Regulations respectfully states as follows:

1. Outokumpu admits the allegations in Paragraph 1 of the Complaint.

2. In Answer to Paragraph 2 of the Complaint, Respondent:

a. With respect to the allegations set forth in Paragraph 2(a) of the Complaint, ThyssenKrupp Stainless USA, LLC had an office and place of business in Calvert, Alabama, and was engaged in the production and nonretail sale of stainless steel. Outokumpu now occupies the offices and place of business in question and is now engaged in the production

¹ Outokumpu Stainless USA, LLC is incorrectly identified in the Complaint as a subsidiary of ThyssenKrupp Stainless USA, LLC.

and nonretail sale of stainless steel. Except as expressly admitted, the allegations in Paragraph 2(a) are denied.

b. With respect to the allegations set forth in Paragraph 2(b) of the Complaint, Outokumpu purchased a controlling interest in ThyssenKrupp Stainless, LLC and has continued to operate the business in Calvert in similar but not entirely unchanged form. Except as expressly admitted, the allegations in Paragraph 2(b) are denied.

c. Denies the allegations set forth in Paragraph 2(c) of the Complaint.

3. In Answer to Paragraph 3 of the Complaint, Respondent:

a. Outokumpu admits the allegation set forth in Paragraph 3(a) of the Complaint.

b. Outokumpu admits the allegation set forth in Paragraph 3(b) of the Complaint.

4. With respect to Paragraph 4 of the Complaint, Outokumpu admits that either Outokumpu or ThyssenKrupp Stainless USA, LLC has been an employer engaged in commerce within the meaning of the National Labor Relations Act (“the Act”) at the times relevant to this matter.

5. Outokumpu admits the allegation set forth in Paragraph 5 of the Complaint.

6. Respondent admits only that Thomas Brennan was the Manager for the Cold Rolling Department from January 2011 until April 13, 2012. Respondent admits only that Ruben Rangle was the Manager for the Finishing Department from January 1, 2008 until February 29, 2012. Respondent further admits that David Scheid’s job title is Vice-President, Human Resources. Outokumpu admits that at the times relevant to this matter, these individuals were supervisors under the Act. To the extent Paragraph 6 of the Complaint sets forth any additional allegations, Respondent denies those allegations.

7. Respondent is without sufficient information to admit or deny the allegation in Paragraph 7 of the Complaint that at all material times Donald Aucoin was a “Security Guard.” Respondent denies that Mr. Aucoin was at all material times an agent of Respondent. Respondent is without sufficient information to admit or deny the allegation in Paragraph 7 of the Complaint that at all material times Timothy Shaner was a “Security Specialist.” Respondent denies that Mr. Shaner was at all material times an agent of Respondent. To the extent Paragraph 7 of the Complaint sets forth any additional allegations, Respondent denies those allegations.

8. Respondent denies the allegation set forth in Paragraph 8(a) of the Complaint.²

9. Respondent admits only that Donald Aucoin took at least one photograph of Union representatives, on a public roadway, distributing Union leaflets. Respondent denies that Donald Aucoin was acting as an agent of Respondent when he took the photograph(s). Respondent denies the allegation in Paragraph 9 of the Complaint that it engaged in surveillance of employees engaged in Union activities. Respondent further denies that it engaged in any illegal activity. To the extent Paragraph 9 of the Complaint sets forth any additional allegations, Respondent denies those allegations.

10. In Answer to Paragraph 10 of the Complaint, Respondent:

- a. Denies the allegation set forth in Paragraph 10(a) of the Complaint.
- b. Admits only that John Dees was issued a verbal coaching report for engaging in a verbal altercation with another employee. To the extent Paragraph 10(b) of the Complaint sets forth any additional allegations, Respondent denies those allegations.
- c. Admits only that Mack Royster was issued a verbal coaching report for

² The Complaint as served on Respondent does not set forth a numbered Paragraph 8, only a numbered Paragraph 8(a).

engaging in a verbal altercation with another employee. To the extent Paragraph 10(c) of the Complaint sets forth any additional allegations, Respondent denies those allegations.

d. Denies the allegations set forth in Paragraph 10(d) of the Complaint.

11. The Complaint as served on Respondent does not set forth a numbered Paragraph 11.

12. In Answer to Paragraph 12 of the Complaint, Respondent:

a. Denies the allegation set forth in Paragraph 12(a) of the Complaint, including the implicit allegation that it acted unlawfully.

b. Denies the allegation set forth in Paragraph 12(b) of the Complaint, including the implicit allegation that it acted unlawfully.

13. Respondent denies the allegations set forth in Paragraph 13 of the Complaint, including the implicit allegation that it acted unlawfully.

14. Respondent denies the allegations set forth in Paragraph 14 of the Complaint, including the implicit allegation that it acted unlawfully.

15. Respondent denies each and every allegation set forth in the Complaint not specifically admitted herein.

AFFIRMATIVE AND OTHER DEFENSES

16. The claims alleged in the Complaint are barred in whole or in part because the allegations upon which they are based are insufficient to state any violations of the Act.

17. The claims alleged in the Complaint are barred in whole or in part under the equitable doctrines of waiver and estoppel.

18. The claims alleged in the Complaint are barred in whole or in part under the equitable doctrine of unclean hands in that they arise out of frivolous charges filed by the Union without foundation in law or fact and for vexatious and improper purposes.

19. The claims alleged in the Complaint are barred in whole or in part by Section 8(c) of the Act.

20. The claims alleged in the Complaint are barred in whole or in part because they were not encompassed within the underlying charges and any amendments thereto.

21. The claims alleged in the Complaint are barred in whole or in part because any actions taken by Respondent were taken for lawful business reasons.

22. The claims alleged in the Complaint are barred in whole or in part because they purport to allege what would amount to *de minimis* violations of the Act that would be, if proven, without a remedy that would further the purposes of the Act.

23. The claims alleged in the Complaint are barred in whole or in part because a verbal comment by a supervisor does not constitute the promulgation of a company rule.

24. To the extent any allegation in the Complaint involves events which occurred more than six (6) months before a charge was filed with the National Labor Relations Board ("Board"), such allegation is barred by the limitations period set forth in Section 10(b) of the Act.

25. The Complaint is barred because the Board lacks a quorum. Specifically, under the Act, all authority is vested in the Board, and while others may act on the Board's behalf by statute or delegation, the Board lacks a quorum and is and has been functioning illegally because the President's recess appointments are constitutionally invalid. Therefore, the Board's agents and/or delegees lack authority to act on behalf of the Board, as a quorum does not exist in fact and in law. As such, the Complaint should be dismissed. Respondent reserves the right to challenge the authority of the Board and its agents and/or delegates in the

appropriate forum if they continue to pursue this matter in the absence of a lawfully constituted quorum.

26. By virtue of their action and inaction, including requiring certain language in the settlement agreement entered into in this case, the Board and the General Counsel have exceeded or abused their authority under the U.S. Constitution and other law in the investigation of the Charging Party's unfair labor practice charges and otherwise.

27. The Complaint fails because Respondent fully complied with the settlement agreement previously entered into by the parties.


28. The Complaint fails because of delay and laches on the part of the Board in processing this matter.

29. Respondent alleges that assuming, arguendo, any allegation in the Complaint is found to be a violation, the remedy requested is inappropriate as a matter of law.

30. Respondent reserves the right to modify or supplement its defenses as may be appropriate.

WHEREFORE, Respondent respectfully requests that the Complaint be dismissed in its entirety.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Adam Keating", is written over a horizontal line.

Gavin S. Appleby

Adam C. Keating

Little Mendelson, P.C.

3344 Peachtree St. N.E.

Atlanta, Georgia 30326

Telephone: 404.233.0330

Facsimile: 404.233.2361

Attorneys for Respondent

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 15**

* * * * *

THYSSENKRUPP STAINLESS USA, LLC, a *
wholly owned subsidiary of OUTOKUMPU *
STAINLESS USA, LLC *

and *

Cases 15-CA-070319
15-CA-073053

UNITED STEEL, PAPER AND FORESTRY *
RUBBER, MANUFACTURING, ENERGY, *
ALLIED INDUSTRIAL AND SERVICE *
WORKERS INTERNATIONAL UNION, *
AFL-CIO, CLC *

* * * * *

ORDER SETTING HEARING DATE

IT IS HEREBY ORDERED that the hearing in this matter is set for September 9, 2015,
on which date the hearing will proceed at 10:00 a.m. (CDT), at Courtroom 4500, Mobile
Government Plaza, 205 Government St., Mobile, Alabama, Louisiana.

Dated: August 14, 2015

/s/

**M. KATHLEEN McKINNEY
REGIONAL DIRECTOR
F. EDWARD HEBERT FEDERAL BUILDING
NATIONAL LABOR RELATIONS BOARD
REGION 15
600 S. MAESTRI PLACE, 7TH FLOOR
NEW ORLEANS, LOUISIANA 70130-3408**

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 15**

THYSSENKRUPP STAINLESS USA, LLC

and

UNITED STEEL, PAPER AND FORESTRY
RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION,
AFL-CIO, CLC

Cases 15-CA-070319
15-CA-073053

**FIRST AMENDED ORDER CONSOLIDATING CASES, CONSOLIDATED
COMPLAINT AND NOTICE OF HEARING**

Pursuant to Section 102.17 of the Rules and Regulations of the National Labor Relations Board (the Board), the Order Consolidating Cases, Consolidated Complaint and Notice of Hearing issued on June 28, 2013 is amended.

This Amended Order Consolidating Cases, Consolidated Complaint and Notice of Hearing is based upon charges filed by the United Steel, Paper And Forestry Rubber, Manufacturing, Energy, Allied Industrial And Service Workers International Union, AFL-CIO, CLC (Union), in Cases 15-CA-070319 and 15-CA-073053, against ThyssenKrupp Stainless USA, LLC (ThyssenKrupp) alleging that it violated the National Labor Relations Act, 29 U.S.C. § 151 et seq. (the Act) by engaging in unfair labor practices. On April 30, 2013, a Settlement Agreement and Notice to Employees settling the referenced charges was approved (the Settlement), a copy of which is attached as Appendix A, and pursuant to which Respondent agreed to take certain actions to remedy the unfair labor practices specified in the Settlement.

Respondent has failed to comply with the terms of the Settlement. Accordingly, pursuant to the terms of the Settlement and Section 10(b) of the Act and Section 102.15 of the Rules and Regulations of the Board, the following Amended Complaint is issued:

1. The charges in the above cases were filed by the Union, as set forth in the following table, and served upon Respondent on the dates indicated by U.S. mail:

<i>Case No.</i>	<i>Amendment</i>	<i>Date Filed</i>	<i>Date Served</i>
15-CA-070319		December 7, 2011	December 7, 2011
15-CA-073053		January 24, 2012	January 25, 2012
15-CA-070319	March 27, 2012	March 27, 2012	March 27, 2012

2(a) At all material times, Respondent has been a limited liability company with an office and place of business in Calvert, Alabama, and has been engaged in the production and the nonretail sale of stainless steel.

(b) In conducting its operations annually, Respondent sold and shipped from its Calvert, Alabama facility goods valued in excess of \$50,000 directly to points outside the State of Alabama.

3. At all material times Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

4. At all material times the Union has been a labor organization within the meaning of Section 2(5) of the Act.

5. At all material times the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent within the meaning of Section 2(11) of the Act and agents of Respondent within the meaning of Section 2(13) of the Act:

Thomas Brennan	-	Manager, Cold Rolling Department
Ruban Rangle	-	Lead Manager, Finishing Department
David Scheid	-	Vice-President, Human Resources

6. At all material times the following individuals held the positions set forth opposite their respective names and have been agents of Respondent within the meaning of Section 2(13) of the Act:

Donald Aucoin	-	Security Guard
Timothy Shaner	-	Security Specialist

7. Since about July 2011, a more precise date currently unknown to Counsel for the General Counsel, Respondent, by Thomas Brennan, at Respondent's facility, prohibited employees from talking about the Union during working time while permitting employees to talk about other non-work subjects.

8. About July 2011, a more precise date currently unknown to Counsel for the General Counsel, Respondent, by Donald Aucoin, at Respondent's facility, by taking pictures of the distribution of Union leaflets to employees at the entrance and exit gate engaged in surveillance of employees engaged in union activities.

9(a) About September 10, 2011, Respondent orally promulgated and since then has maintained a rule prohibiting employees from discussing the Union during working hours.

(b) About September 10, 2011, Respondent disciplined its employee John Dees.

(c) About September 10, 2011, Respondent disciplined its employee Mack Royster.

(d) Respondent engaged in the conduct described above in paragraph 9(b) and 9(c) because Mack Royster and John Dees violated the rule described above in paragraph 9(a) and to discourage employees from engaging in these or other concerted activities.

10. About December 6, 2011, Respondent, by Thomas Brennan, at Respondent's facility:

(a) Threatened employees by telling them they would lose everything if they selected the Union as their bargaining representative.

(b) Threatened employees by telling them that collective bargaining would start from zero if they selected the Union as their bargaining representative.

11. By the conduct described above in paragraphs 7 through 10, Respondent has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

12. The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

REMEDIES

As part of the remedy for Respondent's failure to comply with the terms of the settlement the General Counsel requests Respondent be ordered to repost the settlement documents attached as Appendix A.


ANSWER REQUIREMENT

Because Respondent has previously agreed that all of the allegations of these charges will be deemed admitted and that it will have waived its right to file an Answer to any Complaint regarding these allegations, no Answer is required. The only issue that may be raised is whether Respondent defaulted on the terms of the Settlement.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on September 9, 2015, at 10:00 a.m. (CDT), **Courtroom 4500, Mobile Government Plaza, 205 Government St., Mobile, Alabama, Louisiana**, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding whether Respondent defaulted on the terms of the Settlement. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated: August 17, 2015

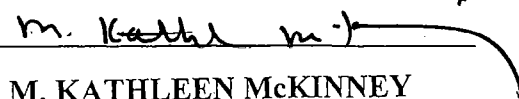

M. KATHLEEN MCKINNEY
REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS BOARD
REGION 15
600 S. MAESTRI PLACE, 7TH FLOOR
NEW ORLEANS, LOUISIANA 70130-3408

Attachments

IMPORTANT NOTICE

The date, which has been set for hearing in this matter, should be checked immediately. If there is proper cause for not proceeding with the hearing on that date, a motion to change the date of hearing should be made within fourteen (14) days from the service of the complaint. Thereafter, it may be assumed that the scheduled hearing date has been agreed upon and that all parties will be prepared to proceed to the hearing on that date. Later motions to reschedule the hearing generally may not be granted in the absence of a proper showing of unanticipated and uncontrollable intervening circumstances.

All parties are encouraged to fully explore the possibilities of settlement. Early settlement agreements prior to extensive and costly trial preparation may result in substantial savings of time, money and personnel resources for all parties. The Board agent assigned to this case will be happy to discuss settlement at any mutually convenient time.


M. KATHLEEN MCKINNEY
REGIONAL DIRECTOR

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
NOTICE

Cases 15-CA-070319
15-CA-073053

The issuance of the notice of formal hearing in this case does not mean that the matter cannot be disposed of by agreement of the parties. On the contrary, it is the policy of this office to encourage voluntary adjustments. The examiner or attorney assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end.

An agreement between the parties, approved by the Regional Director, would serve to cancel the hearing. However, unless otherwise specifically ordered, the hearing will be held at the date, hour, and place indicated. Postponements ***will not be granted*** unless good and sufficient grounds are shown ***and*** the following requirements are met:

- (1) The request must be in writing. An original and two copies must be filed with the Regional Director when appropriate under 29 CFR 102.16(a) or with the Division of Judges when appropriate under 29 CFR 102.16(b).
- (2) Grounds must be set forth in ***detail***;
- (3) Alternative dates for any rescheduled hearing must be given;
- (4) The positions of all other parties must be ascertained in advance by the requesting party and set forth in the request; and
- (5) Copies must be simultaneously served on all other parties (listed below), and that fact must be noted on the request.

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of hearing.

DAVID SCHEID, V.P. HUMAN RESOURCES THYSSENKRUPP STAINLESS USA, LLC PO BOX 13000 CALVERT, AL 36513-1300	JACK LAMBREMONT, ESQ. LITTLER MENDELSON, PC 3344 PEACHTREE RD NE SUITE 1500 ATLANTA, GA 30326-4803
BRAD MANZOLILLO, ORGANIZING COUNSEL UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION, AFL-CIO, CLC 5 GATEWAY CENTER, ROOM 913 PITTSBURGH, PA 15222	RICHARD P. ROUCO, ESQ. WHATLEY DRAKE & KALLAS 2700 HIGHWAY 280, SUITE 380 BIRMINGHAM, AL 35223
KYLLAN B. KERSHAW, ESQ. LITTLER MENDELSON, P.C. 3344 PEACHTREE RD NE, STE 1500 ATLANTA, GA 303264803	ADAM C. KEATING, ASSOCIATE LITTLER MENDELSON, PC 3344 PEACHTREE ROAD NE, SUITE 1500 ATLANTA, GA 30326-4803

Procedures in NLRB Unfair Labor Practice Hearings

The attached complaint has scheduled a hearing that will be conducted by an administrative law judge (ALJ) of the National Labor Relations Board who will be an independent, impartial finder of facts and applicable law. **You may be represented at this hearing by an attorney or other representative.** If you are not currently represented by an attorney, and wish to have one represent you at the hearing, you should make such arrangements as soon as possible. A more complete description of the hearing process and the ALJ's role may be found at Sections 102.34, 102.35, and 102.45 of the Board's Rules and Regulations. The Board's Rules and regulations are available at the following link: www.nlr.gov/sites/default/files/attachments/basic-page/node-1717/rules_and_regs_part_102.pdf.

The NLRB allows you to file certain documents electronically and you are encouraged to do so because it ensures that your government resources are used efficiently. To e-file go to the NLRB's website at www.nlr.gov, click on "e-file documents," enter the 10-digit case number on the complaint (the first number if there is more than one), and follow the prompts. You will receive a confirmation number and an e-mail notification that the documents were successfully filed.

Although this matter is set for trial, this does not mean that this matter cannot be resolved through a settlement agreement. The NLRB recognizes that adjustments or settlements consistent with the policies of the National Labor Relations Act reduce government expenditures and promote amity in labor relations and encourages the parties to engage in settlement efforts.

I. BEFORE THE HEARING

The rules pertaining to the Board's pre-hearing procedures, including rules concerning filing an answer, requesting a postponement, filing other motions, and obtaining subpoenas to compel the attendance of witnesses and production of documents from other parties, may be found at Sections 102.20 through 102.32 of the Board's Rules and Regulations. In addition, you should be aware of the following:

- **Special Needs:** If you or any of the witnesses you wish to have testify at the hearing have special needs and require auxiliary aids to participate in the hearing, you should notify the Regional Director as soon as possible and request the necessary assistance. Assistance will be provided to persons who have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.603.
- **Pre-hearing Conference:** One or more weeks before the hearing, the ALJ may conduct a telephonic prehearing conference with the parties. During the conference, the ALJ will explore whether the case may be settled, discuss the issues to be litigated and any logistical issues related to the hearing, and attempt to resolve or narrow outstanding issues, such as disputes relating to subpoenaed witnesses and documents. This conference is usually not recorded, but during the hearing the ALJ or the parties sometimes refer to discussions at the pre-hearing conference. You do not have to wait until the prehearing conference to meet with the other parties to discuss settling this case or any other issues.

II. DURING THE HEARING

The rules pertaining to the Board's hearing procedures are found at Sections 102.34 through 102.43 of the Board's Rules and Regulations. Please note in particular the following:

- **Witnesses and Evidence:** At the hearing, you will have the right to call, examine, and cross-examine witnesses and to introduce into the record documents and other evidence.
- **Exhibits:** Each exhibit offered in evidence must be provided in duplicate to the court reporter and a copy of each of each exhibit should be supplied to the ALJ and each party when the exhibit is offered in evidence. If a copy of any exhibit is not available when the original is received, it will be the responsibility of the party offering such exhibit to submit the copy to the ALJ before the close of hearing.

If a copy is not submitted, and the filing has not been waived by the ALJ, any ruling receiving the exhibit may be rescinded and the exhibit rejected.

- **Transcripts:** An official court reporter will make the only official transcript of the proceedings, and all citations in briefs and arguments must refer to the official record. The Board will not certify any transcript other than the official transcript for use in any court litigation. Proposed corrections of the transcript should be submitted, either by way of stipulation or motion, to the ALJ for approval. Everything said at the hearing while the hearing is in session will be recorded by the official reporter unless the ALJ specifically directs off-the-record discussion. If any party wishes to make off-the-record statements, a request to go off the record should be directed to the ALJ.
- **Oral Argument:** You are entitled, on request, to a reasonable period of time at the close of the hearing for oral argument, which shall be included in the transcript of the hearing. Alternatively, the ALJ may ask for oral argument if, at the close of the hearing, if it is believed that such argument would be beneficial to the understanding of the contentions of the parties and the factual issues involved.
- **Date for Filing Post-Hearing Brief:** Before the hearing closes, you may request to file a written brief or proposed findings and conclusions, or both, with the ALJ. The ALJ has the discretion to grant this request and to will set a deadline for filing, up to 35 days.

III. AFTER THE HEARING

The Rules pertaining to filing post-hearing briefs and the procedures after the ALJ issues a decision are found at Sections 102.42 through 102.48 of the Board's Rules and Regulations. Please note in particular the following:

- **Extension of Time for Filing Brief with the ALJ:** If you need an extension of time to file a post-hearing brief, you must follow Section 102.42 of the Board's Rules and Regulations, which requires you to file a request with the appropriate chief or associate chief administrative law judge, depending on where the trial occurred. You must immediately serve a copy of any request for an extension of time on all other parties and furnish proof of that service with your request. You are encouraged to seek the agreement of the other parties and state their positions in your request.
- **ALJ's Decision:** In due course, the ALJ will prepare and file with the Board a decision in this matter. Upon receipt of this decision, the Board will enter an order transferring the case to the Board and specifying when exceptions are due to the ALJ's decision. The Board will serve copies of that order and the ALJ's decision on all parties.
- **Exceptions to the ALJ's Decision:** The procedure to be followed with respect to appealing all or any part of the ALJ's decision (by filing exceptions with the Board), submitting briefs, requests for oral argument before the Board, and related matters is set forth in the Board's Rules and Regulations, particularly in Section 102.46 and following sections. A summary of the more pertinent of these provisions will be provided to the parties with the order transferring the matter to the Board.

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF

ThyssenKrupp Stainless USA, LLC

**Case Nos: 15-CA-070319
15-CA-073053**

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

POSTING OF NOTICES — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notices to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them in prominent places around its facility, including all places where the Charged Party normally posts notices to employees. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

INTRANET POSTING - The Charged Party will also post a copy of the Notice on its intranet and keep it continuously posted there for 60 consecutive days from the date it was originally posted. The Charged Party will send an e-mail to the Region's Compliance Officer at Debra.Warner@nrlrb.gov with a link to the electronic posting location on the same day as the posting. If passwords or other log-on information is required to access the electronic posting, the Charged Party agrees to provide such access information to the Region's Compliance Officer.

COMPLIANCE WITH NOTICE — The Charged Party will comply with all the terms and provisions of said Notice.

SCOPE OF THE AGREEMENT — This Agreement settles only the following allegations in the above-captioned cases, and does not settle any other cases or matters:

1. Since on or about July 2011, and at all times thereafter, the Employer, through Manager Tom Brennan, unlawfully changed its workplace discussion policy and enforced it disparately.
2. In or about August and September 2011, and at times thereafter, the Employer, through its officers, agents, and representatives, unlawfully engaged in surveillance and creating the impression of surveillance.
3. On September 10, 2011, the Employer, by and through Ruben Rangle, promulgated, in writing, an overly broad no-discussion during working hours policy.
4. On September 10, 2011, the Employer disciplined employees John Dees and Mac Royster for violating an overly broad no-discussion during working hours policy.
5. On or about December 6, 2011, the Employer, through Manager Tom Brennan, unlawfully threatened that employees would lose everything and that collective bargaining would start from zero if the Union was voted in.

It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the

above-captioned cases for any relevant purpose in the litigation of this or any other cases, and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence. By approving this Agreement the Regional Director withdraws any Complaints and Notices of Hearing previously issued in the above cases, and the Charged Party withdraws any answers filed in response.

PARTIES TO THE AGREEMENT — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes _____ No _____
 Initials Initials

PERFORMANCE — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will issue a complaint that will include the allegations spelled out above in the Scope of Agreement section. Thereafter, the General Counsel may file a motion for default judgment with the Board on the allegations of the complaint. The Charged Party understands and agrees that all of the allegations of the complaint will be deemed admitted and it will have waived its right to file an Answer to such complaint. The only issue that may be raised before the Board is whether the Charged Party defaulted on the terms of this Settlement Agreement. The Board may then, without necessity of trial or any other proceeding, find all allegations of the complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board order ex parte, after service or attempted service upon Charged Party/Respondent at the last address provided to the General Counsel.

NOTIFICATION OF COMPLIANCE — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

Charged Party THYSSENKRUPP STAINLESS USA, LLC		Charging Party UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION, AFL-CIO, CLC	
By: Name and Title /s/ John Lambremont JOHN LAMBREMONT, Attorney	Date 4/30/2012	By: Name and Title /s/ Brad Manzolillo BRAD MANZOLILLO, Organizing Counsel	Date 4/27/12
Recommended By: /s/ Zachary E. Herlands ZACHARY E. HERLANDS, Field Attorney	Date 4/30/12	Approved By: /s/ M. Kathleen McKinney M. KATHLEEN MCKINNEY, Regional Director, Region 15	Date 4/30/12

(To be printed and posted on official Board notice form)

FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

WE WILL NOT threaten you with loss of benefits or tell you that you will lose everything and start from zero if you choose to be represented by or support a Union.

WE WILL NOT make it appear to you that we are watching out for your Union activities.

WE WILL NOT watch you in order to find about your Union activities.

WE WILL NOT tell you that you cannot talk about or discuss the Union while on working time while we allow you to talk about or discuss other subjects while on working time and **WE WILL** repeal the rule promulgated in a written discipline on that subject.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act.

WE WILL rescind in writing any and all discipline employees received, including that given to employees Mack Royster and John Dees, as a result of a rule prohibiting discussion or talk about the Union during working hours, and **WE WILL** notify all affected employees that their discipline was removed from our files and that it will not affect them in any way in the future.

WE WILL allow you to discuss or talk about the Union during working hours while we allow you to talk about or discuss other subjects while on working time.

THYSSENKRUPP STAINLESS USA, LLC

(Employer)

Dated: _____ **By:** _____
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to

file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-866-667-NLRB (1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: www.nlr.gov.

600 S MAESTRI PL
FL 7
NEW ORLEANS, LA 70130-3414

Telephone: (504) 589-6361
Hours of Operation: 8 a.m. to 4:30 p.m.

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 15**

**THYSSENKRUPP STAINLESS USA, LLC,
a wholly owned subsidiary of OUTOKUMPU
STAINLESS USA, LLC,**

Respondent

and

**UNITED STEEL, PAPER AND FORESTRY,
RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION, AFL-
CIO, CLC**

Union

**Cases Nos. 15-CA-070319
15-CA-073053**

**RESPONDENT'S ANSWER TO FIRST AMENDED ORDER CONSOLIDATING
CASES, CONSOLIDATED COMPLAINT AND NOTICE OF HEARING**

In Answer to the First Amended Order Consolidating Cases, Consolidated Complaint and Notice of Hearing ("Amended Complaint") served upon it in this case, Respondent Outokumpu Stainless USA, LLC ("Respondent" or "Outokumpu")¹ by and through its undersigned counsel, and pursuant to §102.20 and §102.21 of the National Labor Relations Board's Rules and Regulations respectfully states as follows:

1. Respondent admits the allegations in Paragraph 1 of the Amended Complaint.
2. In Answer to Paragraph 2 of the Amended Complaint, Respondent:
 - a. With respect to the allegations set forth in Paragraph 2(a) of the Amended Complaint, ThyssenKrupp Stainless USA, LLC had an office and place of business in Calvert, Alabama, and was engaged in the production and nonretail sale of stainless steel. Outokumpu now occupies the offices and place of business in question and is now engaged in the production

¹ Outokumpu Stainless USA, LLC is incorrectly identified in the original Complaint as a subsidiary of ThyssenKrupp Stainless USA, LLC.

and nonretail sale of stainless steel. Except as expressly admitted, the allegations in Paragraph 2(a) are denied.

b. With respect to the allegations set forth in Paragraph 2(b) of the Amended Complaint, Respondent admits the allegation.

3. With respect to Paragraph 3 of the Amended Complaint, Respondent admits that either Outokumpu or ThyssenKrupp Stainless USA, LLC has been an employer engaged in commerce within the meaning of the National Labor Relations Act (“the Act”) at the times relevant to this matter.

4. Respondent admits the allegation set forth in Paragraph 4 of the Amended Complaint.

5. Respondent admits only that Thomas Brennan was the Manager for the Cold Rolling Department from January 2011 until April 13, 2012. Respondent admits only that Ruben Rangle was the Manager for the Finishing Department from January 1, 2008 until February 29, 2012. Respondent further admits that David Scheid’s job title is Vice-President, Human Resources. Respondent admits that at the times relevant to this matter, these individuals were supervisors under the Act. To the extent Paragraph 5 of the Amended Complaint sets forth any additional allegations, Respondent denies those allegations.

6. Respondent is without sufficient information to admit or deny the allegation in Paragraph 6 of the Amended Complaint that at all material times Donald Aucoin was a “Security Guard.” Respondent denies that Mr. Aucoin was at all material times an agent of Respondent. Respondent is without sufficient information to admit or deny the allegation in Paragraph 6 of the Amended Complaint that at all material times Timothy Shaner was a “Security Specialist.” Respondent denies that Mr. Shaner was at all material times an agent of

Respondent. To the extent Paragraph 6 of the Amended Complaint sets forth any additional allegations, Respondent denies those allegations.

7. Respondent denies the allegation set forth in Paragraph 7 of the Amended Complaint.

8. Respondent admits only that Donald Aucoin took at least one photograph of Union representatives, on a public roadway, distributing Union leaflets. Respondent denies that Donald Aucoin was acting as an agent of Respondent when he took the photograph(s). Respondent denies the allegation in Paragraph 8 of the Amended Complaint that it engaged in surveillance of employees engaged in Union activities. Respondent further denies that it engaged in any illegal activity. To the extent Paragraph 8 of the Amended Complaint sets forth any additional allegations, Respondent denies those allegations.

9. In Answer to Paragraph 9 of the Amended Complaint, Respondent:

a. Denies the allegation set forth in Paragraph 9(a) of the Amended Complaint.

b. Admits only that John Dees was issued a verbal coaching report for engaging in a verbal altercation with another employee. To the extent Paragraph 9(b) of the Amended Complaint sets forth any additional allegations, Respondent denies those allegations.

c. Admits only that Mack Royster was issued a verbal coaching report for engaging in a verbal altercation with another employee. To the extent Paragraph 9(c) of the Amended Complaint sets forth any additional allegations, Respondent denies those allegations.

d. Denies the allegations set forth in Paragraph 9(d) of the Amended Complaint.

10. In Answer to Paragraph 10 of the Amended Complaint, Respondent:

a. Denies the allegation set forth in Paragraph 10(a) of the Amended Complaint, including the implicit allegation that it acted unlawfully.

b. Denies the allegation set forth in Paragraph 10(b) of the Amended Complaint, including the implicit allegation that it acted unlawfully.

11. Respondent denies the allegations set forth in Paragraph 11 of the Amended Complaint, including the implicit allegation that it acted unlawfully.

12. Respondent denies the allegations set forth in Paragraph 12 of the Amended Complaint, including the implicit allegation that it acted unlawfully.

13. With respect to the Remedies section of the Amended Complaint, Respondent denies that it has failed to comply with the terms of the Settlement or that it is under any obligation to repost settlement documents.

14. With respect to the Answer Requirement section of the Amended Complaint, Respondent denies that it has agreed that all of the allegations of the underlying charges will be deemed admitted and that it has or will have waived its right to file an answer to any complaint regarding these allegations. By way of further response, Respondent denies that it is in default under the Settlement. Specifically, Respondent denies that it is in default as the Board issued an order dated April 22, 2015 denying the General Counsel's motion for default judgment.

15. Respondent denies each and every allegation set forth in the Amended Complaint not specifically admitted herein.

AFFIRMATIVE AND OTHER DEFENSES

16. The claims alleged in the Amended Complaint are barred in whole or in part because the allegations upon which they are based are insufficient to state any violations of the Act.

17. The claims alleged in the Amended Complaint are barred in whole or in part under the equitable doctrines of waiver and estoppel.

18. The claims alleged in the Amended Complaint are barred in whole or in part under the equitable doctrine of unclean hands in that they arise out of frivolous charges filed by the Union without foundation in law or fact and for vexatious and improper purposes.

19. The claims alleged in the Amended Complaint are barred in whole or in part by Section 8(c) of the Act.

20. The claims alleged in the Amended Complaint are barred in whole or in part because they were not encompassed within the underlying charges and any amendments thereto.

21. The claims alleged in the Amended Complaint are barred in whole or in part because any actions taken by Respondent were taken for lawful business reasons.

22. The claims alleged in the Amended Complaint are barred in whole or in part because they purport to allege what would amount to *de minimis* violations of the Act that would be, if proven, without a remedy that would further the purposes of the Act.

23. The claims alleged in the Amended Complaint are barred in whole or in part because a verbal comment by a supervisor does not constitute the promulgation of a company rule.

24. To the extent any allegation in the Amended Complaint involves events which occurred more than six (6) months before a charge was filed with the National Labor Relations Board ("Board"), such allegation is barred by the limitations period set forth in Section 10(b) of the Act.

25. By virtue of their action and inaction, including requiring certain language in the settlement agreement entered into in this case, the Board and the General Counsel have

exceeded or abused their authority under the U.S. Constitution and other law in the investigation of the Charging Party's unfair labor practice charges and otherwise.

26. The Amended Complaint fails because Respondent fully complied with the settlement agreement previously entered into by the parties.

27. The Amended Complaint fails because of delay and laches on the part of the Board in processing this matter.

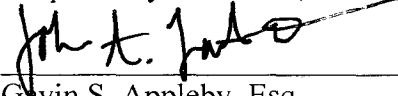
28. Respondent alleges that assuming, arguendo, any allegation in the Amended Complaint is found to be a violation of the National Labor Relations Act, the remedy requested is inappropriate as a matter of law.

29. The Amended Complaint is void *ab initio* pursuant to the recent D.C. Circuit decision in *SW Gen., Inc. v. NLRB*, No. 14-1107, 2015 WL 4666487 (D.C. Cir. Aug. 7, 2015). According to the decision in *SW Gen.*, the Federal Vacancies Reform Act of 1998 ("FVRA"), 5 U.S.C. §§ 3345 *et seq.*, prohibited Lafe Solomon from serving as Acting General Counsel of the National Labor Relations Board from January 5, 2011 to November 4, 2013. Because the complaint at issue in *SW Gen.* issued during the time in which Mr. Solomon was serving in violation of the FVRA, the Court determined that the complaint was unauthorized and void *ab initio*. Similarly, the Amended Complaint here issued based on Mr. Solomon's delegated, alleged authority on June 28, 2013 during the time in which he was serving in violation of the FVRA. For this reason, the original Complaint in this matter, as well as any subsequent amendment thereto, was/is void *ab initio*, and no lawful proceedings or decision may result therefrom.

30. Respondent reserves the right to modify or supplement its defenses as may be appropriate.

WHEREFORE, Respondent respectfully requests that the Amended Complaint be dismissed in its entirety.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "John A. Lambremont", is written over a horizontal line.

Gavin S. Appleby, Esq.
John A. Lambremont, Esq.
Littler Mendelson, P.C.
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Atlanta, Georgia 30326
Telephone: 404.233.0330
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Attorneys for Respondent